

1 BUCHALTER  
A Professional Corporation  
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7 SERTANT CAPITAL, LLC

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10  
11 SERTANT CAPITAL, LLC, a  
Delaware limited liability  
12 company,  
13 Plaintiff,  
14 vs.  
15 LEASETEAM, INC., a Nebraska  
corporation,  
16 Defendant.  
17  
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CASE NO.: 8:18-CV-1092

COMPLAINT FOR:

- (1) BREACH OF WRITTEN CONTRACT;
- (2) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) FRAUD;
- (4) NEGLIGENT MISREPRESENTATION;
- (5) UNFAIR BUSINESS PRACTICES (CBPC §17200);
- (6) DECLARATORY RELIEF; AND
- (7) ACCOUNTING

JURY TRIAL DEMANDED

23  
24 Plaintiff Sertant Capital, LLC ("Sertant Capital")  
25 alleges as follows:

26 **THE PARTIES**

27 1. Plaintiff Sertant Capital is, and at all times  
28 herein mentioned was, a limited liability company duly

1 organized and existing under the laws of the State of  
2 Delaware, with a principal place of business at 18401  
3 Von Karman Ave., Suite 260, Irvine, Orange County,  
4 California, 92612, and has been and is conducting  
5 business in this District.

6 2. At all relevant times, Sertant Capital has been  
7 and remains in the business of, among other activities,  
8 providing nationwide commercial leasing and financing  
9 services that enable businesses of all sizes to acquire  
10 equipment, vehicles, and other property for their  
11 business. Sertant offers valuable services that fulfill  
12 a significant marketplace need in a highly competitive  
13 market in which commercial finance and leasing companies  
14 actively compete with each other for customers.

15 3. Sertant Capital is informed and believes and  
16 thereon alleges that Defendant LeaseTeam, Inc.  
17 ("LeaseTeam") is a Nebraska corporation with its  
18 principal place of business at 4139 143<sup>rd</sup> Circle, Omaha,  
19 Nebraska, 68137. Defendant LeaseTeam markets itself as  
20 providing software sales and customization services, and  
21 at all relevant times has conducted and conducts  
22 substantial business with parties such as Sertant  
23 Capital in this district.

24 4. Sertant Capital is informed and believes and  
25 thereon alleges that Defendant LeaseTeam, Inc. is not  
26 qualified to do business in the State of California, as  
27 it is not listed in the records of the California  
28 Secretary of State.

**JURISDICTION AND VENUE**

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332 et seq. because there is complete diversity of citizenship between Sertant Capital and LeaseTeam, and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. There is complete diversity between Sertant Capital and LeaseTeam because Sertant Capital is organized under the laws of Delaware with its' principal place of business in this District, and LeaseTeam is a Nebraska corporation with its' principal place of business in Nebraska.

6. This Court has specific personal jurisdiction over the parties because this claim arises from breach of a contract between Sertant Capital and LeaseTeam that was executed in this District, and because both parties performed actions under the contract at Sertant Capital's offices in this District. As alleged below, the events and transactions at issue occurred in California between Sertant Capital and LeaseTeam, and are based on LeaseTeam's purposeful directed transactions and interactions with Sertant Capital in this District.

7. Venue is proper in the United States District Court for the Central District of California pursuant 28 U.S.C. §§ 1391 et seq., because the events and omissions arising under the contract substantially occurred in this District, and because Sertant Capital and LeaseTeam

1 have performed actions giving rise to this action in  
2 this District.

3 8. The contract at issue was executed in this  
4 district as is evidenced by the address for Sertant  
5 Capital that is identified on the top of page one in the  
6 initial paragraph of Exhibit 1 hereto, entitled  
7 "Professional Services Agreement" (PSA) and also as  
8 evidenced by the "Notice" provision for Sertant Capital  
9 in paragraph 14 of this same Exhibit 1.

10 9. The PSA and the other related agreements  
11 entered into between Sertant Capital and LeaseTeam are  
12 herein after referred to herein as the "Contract".  
13 LeaseTeam's Contract with Sertant Capital was directed  
14 to the sale, implementation, customization, and delivery  
15 of LeaseTeam's lease management software system for use  
16 by Sertant Capital.

17 10. LeaseTeam's lease management software system is  
18 referred to in the Contract and its constituent  
19 agreements and documents as "Aspire." The Contract and  
20 its constituent agreements and documents, and the  
21 negotiations between LeaseTeam and Sertant Capital to  
22 address LeaseTeam's repeated delays, errors, omissions,  
23 and failure to perform also occurred in this district.  
24 Sertant Capital's performance and payments made under  
25 the Contract also occurred in this District.

26 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

27 11. Sertant Capital was established in Irvine,  
28 California, to enable businesses of all sizes to

1 acquire, finance, lease, and disposition all types of  
2 equipment, vehicles, and other property for their  
3 respective businesses. Additionally, Sertant Capital  
4 enables investors to participate in and to facilitate  
5 such acquisition and financing opportunities through a  
6 wide range of commercial finance and lease funding  
7 arrangements.

8 12. Sertant Capital is an active member of many  
9 finance and leasing, industry-leading organizations,  
10 including for example, the American Association of  
11 Commercial Finance Brokers, the Equipment Leasing and  
12 Financing Association, and the National Equipment  
13 Financing Association, among others.

14 13. Between January and May of 2017, Sertant  
15 Capital shared various complex business model examples  
16 with LeaseTeam. Such examples included, but were not  
17 limited to, Sertant Capital's proprietary written  
18 descriptions and orally described lease finance  
19 requirements as well as detailed electronic spreadsheets  
20 that financially modeled Sertant Capital's complex  
21 business requirements and financial models for various  
22 leasing finance transactions, among other related  
23 transactions.

24 14. These examples were provided to LeaseTeam to  
25 enable LeaseTeam to demonstrate a "proof of concept"  
26 capability demonstration of its Aspire lease management  
27 software system. The mutual goals were to enable  
28 LeaseTeam to intimately understand Sertant Capital's

1 complex operations, business models, and financing  
2 transactions, so that LeaseTeam could be satisfied its  
3 product would meet Sertant Capital's requirements.

4 15. Sertant Capital continuously sought to  
5 communicate to and to ensure that LeaseTeam had the  
6 technical and financial details needed from Sertant  
7 Capital, such that LeaseTeam could guarantee its Aspire  
8 lease management software system had the technical and  
9 financial capabilities to meet Sertant Capital's  
10 business critical, best-in-class, and technically  
11 challenging business model requirements, and so that  
12 certain aspects of Sertant Capital's lease finance  
13 business models and lease finance transactions and  
14 related business processes could be automated by  
15 LeaseTeam's Aspire.

16 16. Multiple examples of Sertant Capital's complex  
17 business models and lease finance transactions were  
18 communicated via electronic mail message by Sertant, and  
19 were sent to LeaseTeam's co-founder and Executive Vice  
20 President, Mr. Randy Haug and his colleague Chris  
21 DeVeney, among others. At least one such Sertant  
22 Capital complex business model was detailed in an  
23 electronic spreadsheet that was communicated on or about  
24 January 19, 2017, and others were communicated  
25 thereafter, which were received and acknowledged by Mr.  
26 Haug and his LeaseTeam colleagues.

27 17. On or about February 21, 2017 and thereafter at  
28 other times, a proof of concept demonstration was

1 conducted by Mr. Haug and others at LeaseTeam, wherein  
2 LeaseTeam asserted that its' Aspire lease management  
3 software system had the technical and financial  
4 capabilities to enable, automate, and manage important  
5 aspects of Sertant Capital's complex lease and financing  
6 business models and transactions, and related critical  
7 business processes and requirements.

8 18. At all relevant times, LeaseTeam accepted  
9 Sertant Capital's business model examples, including the  
10 detailed electronic spreadsheet financial models, and  
11 unequivocally and without reservation asserted its  
12 Aspire lease management software system had the  
13 technical and financial capabilities to accommodate  
14 Sertant Capital's complex, financial business models,  
15 and lease and finance transactions.

16 19. LeaseTeam's co-founder and Executive Vice  
17 President, Randy Haug and his LeaseTeam colleagues  
18 aggressively and relentlessly pursued execution of the  
19 Contract with Sertant Capital, with assertions that the  
20 Aspire lease management software system will meet  
21 Sertant Capital's critical business requirements for its  
22 complex business models, and lease and financing  
23 transactions and related business processes and  
24 operations.

25 20. After various proof of concept interactions and  
26 assertions by LeaseTeam that its Aspire lease management  
27 software system had the technical and financial  
28 capabilities to meet Sertant Capital's needs, Sertant

1 Capital negotiated with LeaseTeam to install, configure,  
2 implement, customize, and deliver LeaseTeam's Aspire  
3 commercial lease management software system, which  
4 LeaseTeam refers to in short as its "Aspire System," and  
5 which is also referred to herein as "Aspire".

6 21. On or about May 22, 2017, at the conclusion of  
7 such negotiations, Sertant Capital and LeaseTeam  
8 executed the Contract that is attached hereto as Exhibit  
9 1, which includes:

10 (a) the "Professional Services Agreement"  
11 (PSA), which included a multi-page "Exhibit A" that  
12 further included:

13 (i) a "Service Level Agreement" (SLA)  
14 entitled "ASP - 3 Year Term Aspire with Loans System  
15 Small Business Edition," and

16 (ii) a schedule entitled "Professional  
17 Services (For Budgetary Purposes Only)."

18 22. The latter schedule, "Professional Services  
19 (For Budgetary Purposes Only)" estimated that LeaseTeam  
20 would complete the Aspire configuration for Sertant  
21 Capital in 24 "Professional Services Days" after work  
22 commenced.

23 23. The Contract embodied by the PSA and SLA, among  
24 other parts, require payments by Sertant Capital to  
25 LeaseTeam totaling at least about \$185,800, excluding  
26 additional costs for travel, lodging, and food costs  
27 required to enable LeaseTeam personnel to travel to  
28 Sertant Capital offices in Irvine, California to



1 install, configure, and ultimately deliver the Aspire  
2 product.

3 24. Some of these required payments were due in  
4 advance and prior to, and during implementation of the  
5 Aspire product, and other payments are payable over the  
6 three year term of the Contract. Additional payments by  
7 Sertant Capital to LeaseTeam are required for various  
8 possible options available for the Aspire product, which  
9 may be implemented during the three-year period of the  
10 Contract, and which in total were to cost at least an  
11 additional \$70,400 in additional costs to Sertant  
12 Capital over the Contract term. Exhibit 1, "Optional  
13 Service Level Agreement (SLA) Fees."

14 25. The Contract was executed in Irvine, California  
15 on or about May 22, 2017 by Sertant Capital's Executive  
16 Vice President and Chief Operating Officer Daniel J.  
17 Krajewski, and on or about May 23, 2017 by LeaseTeam's  
18 Chairman, Russell Hallberg. After the relentless pursuit  
19 of the executed Contract by LeaseTeam, Sertant Capital  
20 expected work would commence immediately or within a  
21 reasonably short time of perhaps a week or two after  
22 execution.

23 26. Further, Sertant Capital was informed and  
24 believed that LeaseTeam would commence work and complete  
25 the project no later than about the end of June or  
26 beginning of July, 2017, because the Contract expressly  
27 specified only 24 "Estimated Professional Services Days"  
28 were required to complete the configuration,

1 installation, and delivery of the Aspire product.  
2 Exhibit 1, "Estimated Professional Services (Billed as  
3 Rendered - Plus Travel Expenses)."

4 27. However, after more than a week of silence by  
5 LeaseTeam after the Contract was executed, Sertant  
6 Capital was forced to reach out on May 31, 2017 to Mr.  
7 Haug, and ask when LeaseTeam intended to start work.  
8 Mr. Haug replied without specifying any date, but  
9 instead offering assurances that a LeaseTeam project  
10 team would be assigned, and dates would be scheduled to  
11 start work.

12 28. LeaseTeam did not assign a team or dates to  
13 start work during May or even early June, 2017. Instead,  
14 LeaseTeam issued to Sertant Capital invoice no. 043125,  
15 dated May 31, 2017 and totaling about \$24,430, for  
16 advance license fees for the Aspire product, and prepaid  
17 technical services and Aspire support services.

18 29. Sertant Capital remained hopeful despite the  
19 LeaseTeam delays. As a show of good faith, Sertant  
20 Capital paid the \$24,430 invoice in full on June 14,  
21 2017, even while LeaseTeam remained silent and did not  
22 start work as expected.

23 30. Inexplicably, LeaseTeam remained silent for a  
24 full three weeks after the Contract was signed. After  
25 Sertant Capital made the good faith advance payment, and  
26 exhibited continuing patience over the three weeks of  
27 silence, Sertant Capital was compelled to again follow  
28 up with phone calls and email inquiries to Mr. Haug and

1 others at LeaseTeam.

2 31. On June 22, 2017, a LeaseTeam project  
3 coordinator, Laura Montgomery, finally responded by  
4 electronic mail, and suggested LeaseTeam could start  
5 work beginning later in the third quarter of 2017, on  
6 either August 14, 2017 or September 11, 2017.

7 32. Surprised and dismayed, Sertant Capital's Mr.  
8 Krajewski replied immediately the same day, on June 22,  
9 2017. In an email message to both Ms. Montgomery and Mr.  
10 Haug, Mr. Krajewski was compelled to remind LeaseTeam  
11 that weeks had elapsed without communication or progress  
12 of any kind.

13 33. Suspecting now that the 24-day-long LeaseTeam  
14 Aspire project and ultimate delivery would likely slip  
15 towards the end of July or the beginning of August, Mr.  
16 Krajewski urged LeaseTeam to start work sooner during  
17 July, and not sometime later in the third quarter of  
18 2017.

19 34. Despite Sertant Capital's urgency, LeaseTeam  
20 went silent yet again. After another quiet week, Mr.  
21 Haug finally replied on July 3, 2017, and conceded that  
22 LeaseTeam could finally start work on the 18<sup>th</sup> and 19<sup>th</sup>  
23 of July, 2017.

24 35. Mr. Haug also promised on behalf of LeaseTeam  
25 that after starting work in Mid-July, LeaseTeam would  
26 complete the Aspire "configuration and deployment the  
27 week of August 21, 2017" for Sertant Capital.

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1       36. Sertant Capital was somewhat relieved when  
2 LeaseTeam's Chris DeVeney traveled to Sertant Capital's  
3 premises in Irvine, California on July 18<sup>th</sup> and 19<sup>th</sup>, to  
4 finally start work, and with the goal to ascertain  
5 further details of Sertant Capital's business operations  
6 and processes, as well as the earlier described complex  
7 business models, and finance and lease transactions.

8       37. Mr. DeVeney's visit was identified by LeaseTeam  
9 as a "Sertant Capital ASPIRE Discovery Analysis."

10       38. LeaseTeam's goal for Mr. DeVeney's mid-July,  
11 2017 visit and analysis was to enable LeaseTeam to gain  
12 the more extensive technical and financial details of  
13 Sertant Capital's proprietary and complex business  
14 models, than that learned previously from the Sertant  
15 Capital detailed examples and the subsequent "proof of  
16 concept" demonstration and interactions of January and  
17 February, 2017.

18       39. Mr. DeVeney's analysis was to also presumably  
19 to enable satisfaction of LeaseTeam's and Mr. Haug's  
20 promised "configuration and deployment," during the week  
21 of August 21, 2017. With more than 30 calendar days  
22 available between July 19, 2017 and the week of August  
23 21, 2017, Sertant Capital believed the 24-day LeaseTeam  
24 Aspire installation was back on track, even though more  
25 than a month had already been lost to inaction by  
26 LeaseTeam.

27       40. After Mr. DeVeney completed his California  
28 visit on behalf of LeaseTeam, and the LeaseTeam "Sertant

1 Capital ASPIRE Discovery Analysis," Sertant Capital  
2 followed up right away by electronic mail on July 25,  
3 2017.

4 41. That day, Mr. Jeff Macartney, Sertant Capital's  
5 Chief Financial Officer, communicated by email to  
6 LeaseTeam's Mr. DeVeney, to confirm again that LeaseTeam  
7 and the Aspire product could meet at least three of the  
8 most important requirements of Sertant Capital's  
9 business models and lease and finance transactions,  
10 which had been shared previously with LeaseTeam during  
11 the above-described communications during January  
12 through March, 2017.

13 42. Specifically, Mr. Macartney asked LeaseTeam's  
14 Mr. DeVeney to confirm that Aspire and LeaseTeam had to  
15 the capability to:

16 (a) Bill interim rent at 100% of the rental  
17 payment for any number of days or months prior to the  
18 documented start date of the schedule,

19 (b) Bill progress rent at less than 100% of the  
20 rental payment for any number of days or months on the %  
21 of the equipment cost funded, and

22 (c) Bill progress interest, even if the Aspire  
23 A/P module was required to be added as option.

24 43. Mr. DeVeney confirmed that LeaseTeam and the  
25 Aspire product could meet these requirements.

26 44. LeaseTeam again slowed down, and another two  
27 weeks passed. It was not until August 4, 2017, that  
28 LeaseTeam's Project Coordinator, Ms. Montgomery shared

1 an email that included an agenda and a written, detailed  
2 version of Mr. DeVeney's "Sertant Capital ASPIRE  
3 Discovery Analysis." At this time she also scheduled a  
4 project kick-off teleconference with Sertant Capital for  
5 August 8, 2017.

6 45. Ever mindful of the delays, Sertant Capital  
7 again chose to accept even this de minimus progress by  
8 LeaseTeam, in hopes of seeing LeaseTeam start work on  
9 the bulk of the 24-day Aspire product installation.

10 46. Instead, LeaseTeam again went silent.  
11 LeaseTeam's Ms. Montgomery disappeared and was  
12 unresponsive to Sertant Capital's outreach after the  
13 August 8<sup>th</sup> teleconference.

14 47. LeaseTeam was not entirely incommunicado  
15 however. Without shame, LeaseTeam sent Sertant Capital  
16 two more invoices during August, 2017, nos. 041923 and  
17 042083. In a continuing show of good faith despite its  
18 diminishing view of LeaseTeam's terrible performance,  
19 Sertant Capital paid both invoices, which totaled about  
20 \$5,080.

21 48. Sometime in late August, 2017, with LeaseTeam  
22 having failed to meet its promised Aspire delivery  
23 during the week of August 21, 2017, LeaseTeam surfaced  
24 again. As the deadline week was passing, LeaseTeam  
25 informed Sertant Capital that Ms. Montgomery had been  
26 replaced by another project coordinator, Ms. Ashley  
27 Dahl.

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1       49. After four weeks of no work and no progress by  
2 LeaseTeam, and while ignoring the failed delivery  
3 promise for the preceding weeks, Ms. Dahl reached out to  
4 Sertant Capital by telephone and by email on or about  
5 September 7, 2017.

6       50. Ms. Dahl included in that email a detailed  
7 statement of work (9/7/2017 SOW), a Project Plan, and a  
8 request for detailed business case information that  
9 described Sertant Capital's business models and finance  
10 and lease transactions.

11       51. Sertant Capital was again utterly shocked and  
12 dismayed that yet another month had now passed. To add  
13 to Sertant Capital's distress, Ms. Dahl was assigned to  
14 the project with what appeared to be a considerable lack  
15 of knowledge of the many prior communications from  
16 Sertant Capital regarding its critical business  
17 requirements and complex business models and lease and  
18 finance transactions.

19       52. Ms. Dahl's lack of knowledge of Sertant  
20 Capital's critical business requirements was especially  
21 distressing given that Sertant Capital had communicated  
22 such to Mr. Haug and his LeaseTeam colleagues during the  
23 January through March "proof of concept" exercises, and  
24 again in July during Mr. DeVeney' LeaseTeam "Sertant  
25 Capital ASPIRE Discovery Analysis," and again in a  
26 follow-up email to Mr. DeVeney after his visit to  
27 California.

28 ///

1        53. To add further insult, Ms. Dahl introduced with  
2 her September 7<sup>th</sup> email a project plan that completely  
3 ignored and replaced the Contract "Professional Services  
4 (For Budgetary Purposes Only)" 24-day schedule, with a  
5 list of tasks that started on July 18<sup>th</sup>, during Mr.  
6 DeVeney's visit, and with the majority of the Aspire  
7 configuration and delivery tasks scheduled for  
8 completion by about October 20, 2017.

9        54. This delayed October delivery date was more  
10 than two months later than the previously promised  
11 August 21, 2017 date, and more than four months later  
12 than Sertant Capital's originally expected late-June  
13 delivery date.

14        55. LeaseTeam by way of Ms. Dahl's outreach, seemed  
15 again motivated to cure its prior default and failed  
16 delivery during August, 2017.

17        56. Sertant Capital communicated its displeasure at  
18 the repeated delays, lost time, and lack of progress in  
19 getting the LeaseTeam Aspire installation configured and  
20 delivered. In response, LeaseTeam promised to send two  
21 project consultants, Ms. Jessie Loudner and Alex  
22 (surname unknown), to Sertant Capital's office in  
23 California, on September 11<sup>th</sup> through the 13<sup>th</sup> of 2017.  
24 In another show of good faith in enabling LeaseTeam  
25 another attempt to cure, Sertant Capital agreed to cover  
26 the travel, lodging, and food costs.

27        57. LeaseTeam's goal was to have them accelerate  
28 the configuration of LeaseTeam's Aspire installation,



1 and to advance Sertant Capital's ability to regain  
2 confidence in LeaseTeam's ability to cure and perform  
3 its obligations under the Contract.

4 58. LeaseTeam communicated a detailed agenda the  
5 day prior to Ms. Loudner's arrival, which did not enable  
6 any time for Sertant Capital to prepare. Only Ms.  
7 Loudner showed up at Sertant Capital's office on  
8 September 11, 2017.

9 59. LeaseTeam's Ms. Loudner failed to demonstrate  
10 LeaseTeam's ability to perform or that Aspire's  
11 technical and financial capabilities could meet Sertant  
12 Capital's critical business requirements. Instead, Ms.  
13 Loudner expressly confirmed Sertant Capital's suspicions  
14 that LeaseTeam and the Aspire product specifically could  
15 not meet Sertant Capital's most critical business  
16 requirements.

17 60. Ms. Loudner communicated during her visit, that  
18 Aspire could not meet Sertant Capital's technical and  
19 financial requirements, and that despite Mr. Haug's  
20 assertions and promises during the proof of concept  
21 exercises, LeaseTeam had known about these deficiencies  
22 in the Aspire product, because other LeaseTeam customers  
23 had previously communicated similar requirements to  
24 LeaseTeam.

25 61. According to Ms. Loudner, LeaseTeam had devised  
26 work-around solutions that could meet certain, limited  
27 aspects of Sertant Capital's requirements. Sertant  
28 Capital was preliminarily willing to learn more about

1 such potential solutions, to learn whether such may  
2 satisfy its critical operations and process  
3 requirements.

4 62. After Ms. Loudner's visit to California,  
5 Sertant Capital's Chief Financial Officer Mr. Macartney  
6 communicated serious concerns to LeaseTeam's Ms. Dahl,  
7 in an email dated September 18, 2017. He expressed  
8 dismay that the LeaseTeam agenda arrived the afternoon  
9 before Ms. Loudner, and that it had become apparent that  
10 Aspire's technical and financial capabilities could not  
11 meet Sertant Capital's critical business requirements.

12 63. Ms. Dahl responded the next day with apologies,  
13 and promises to try and get the project back on track,  
14 so as to have some hope of meeting the newly delayed  
15 deadline for delivering the configured and operational  
16 Aspire product to Sertant Capital.

17 64. Ms. Dahl scheduled and performed weekly status  
18 updates and teleconferences to monitor daily progress  
19 through the remainder of September and October, 2017.  
20 However, as the October 20, 2017 deadline approached, it  
21 again became apparent that LeaseTeam was making very  
22 little progress, and would again be unable to meet the  
23 latest deadline, even by extending the deadline to  
24 October 31<sup>st</sup>.

25 65. Even so, LeaseTeam was not shy about generating  
26 another invoice - this time invoice no. 042464 for about  
27 \$6,798 was delivered to Sertant Capital, which persisted  
28 in its good faith efforts to meet its contractual duty,

1 and to give LeaseTeam every opportunity to overcome its  
2 latest failure to deliver the Aspire product on its  
3 promised delivery dates of October 20<sup>th</sup> and then again  
4 on the 31<sup>st</sup>.

5 66. LeaseTeam during the next weekly meeting of  
6 November 7, 2017, deflected responsibility for the  
7 latest delay, with suggestions and/or assertions during  
8 the weekly engagements that Sertant Capital should have  
9 a full-time person dedicated to assisting with  
10 LeaseTeam's configuration and delivery efforts.

11 67. Also during the November 7<sup>th</sup> meeting, LeaseTeam  
12 notified Sertant Capital that it has again replaced its  
13 project coordinator. LeaseTeam's Nick McPheron replaced  
14 Ashley Dahl, the latter whom LeaseTeam informed may  
15 continue assist in a subordinate role.

16 68. After speaking with Mr. McPheron, Sertant  
17 Capital learned that he is primarily assigned by  
18 LeaseTeam to a different customer project that spans  
19 two-years and which consumes most of his time. Further,  
20 Sertant Capital also learned that Mr. McPheron will be  
21 out of the office during parts of November, 2017. It is  
22 apparent that LeaseTeam has not prioritized meeting its  
23 obligations under the Contract. This is evident  
24 throughout the remainder of November, 2017, as no  
25 substantive progress was made by LeaseTeam in  
26 configuring and delivering the Aspire product to Sertant  
27 Capital.

28 ///

1        69. During November, 2017, Sertant Capital  
2 attempted to engage another consultant firm in hopes it  
3 could resurrect the LeaseTeam Aspire project. Sertant  
4 Capital allocated about \$30,000 in additional capital  
5 for 2017, to engage Shari Lipski of ECS Financial, who  
6 it was hoped would assist Sertant Capital in advancing  
7 the project despite the LeaseTeam failures. Sertant  
8 Capital's financial exposure in the LeaseTeam Aspire  
9 project now exceeds \$205,000.

10       70. Even with Ms. Lipski's help, LeaseTeam remained  
11 essentially unresponsive in view of Mr. McPherson's  
12 competing obligations for other LeaseTeam customers. No  
13 substantive progress is made during November.

14       71. Provided, however, LeaseTeam remained committed  
15 to issuing invoices and seeking payments. On about  
16 November 9, and November 30, 2017, invoice nos. 042613  
17 and 042941 were respectively presented to Sertant  
18 Capital and seek payment totaling more than about  
19 \$5,000, which Sertant Capital dutifully paid yet again.

20       72. Sertant Capital became ever more frustrated  
21 with LeaseTeam's lack of substantive progress, which  
22 continued into December. Confronted by continuing  
23 expenses and no work, the time lost and costs incurred  
24 during LeaseTeam's September trip to California, and the  
25 mounting opportunity costs to Sertant Capital by not  
26 having the new software in place and operational,  
27 Sertant Capital's now President and CEO, Mr. Krajewski  
28 was forced to intervene.

1       73. Mr. Krajewski reached out by email on December  
2 18, 2017 to LeaseTeam's co-founder and Executive Vice  
3 President Mr. Haug. In that email, he requested that  
4 LeaseTeam, at a minimum, provide a refund to Sertant  
5 capital as a credit to its account, for some of the  
6 hours billed and costs incurred during the failed  
7 September trip by LeaseTeam to California.

8       74. The holiday season came and went, still without  
9 any progress by LeaseTeam towards delivering the Aspire  
10 product pursuant to the terms of the Contract.

11       75. Even though it made no progress on its  
12 deliverables under the Contract, LeaseTeam did manage to  
13 issue yet another invoice in December, 2017, no. 042927,  
14 for about \$2,421, which Sertant Capital again paid  
15 without complaint.

16       76. On about January 11, 2018, even though  
17 LeaseTeam's Mr. Haug never replied to Mr. Krajewski's  
18 request for a refund credit, Sertant Capital learned  
19 that LeaseTeam had credited a de minimus amount of time,

20       77. During January and February, 2018, LeaseTeam  
21 generated revisions to the Project Plan, and in its  
22 latest version, promised a delivery date that was pushed  
23 to May 1, 2018. Almost a year after the Contract was  
24 signed, and promising a 24-day configuration and  
25 implementation project plan.

26       78. Despite the lack of real progress by LeaseTeam  
27 during January and February, 2018, LeaseTeam was able to  
28 ///

1 generate two more invoices totaling about \$7,265, which  
2 Sertant Capital again paid.

3 79. By mid-February, LeaseTeam had still made no  
4 substantive progress towards meeting its contractual  
5 duties. Instead, LeaseTeam attempted to schedule  
6 another training session with Sertant Capital on  
7 February 20, 2018, under the pretense that further  
8 delays might be obviated if Sertant Capital staff were  
9 better trained on the Aspire product and the work-  
10 arounds needed to overcome the Aspire shortcomings.

11 80. Sertant Capital responded with formal  
12 notification that the LeaseTeam Aspire project was on-  
13 hold until Mr. Krajewski and Mr. Haug could meet and  
14 confer. After a brief discussion during a meeting in  
15 Las Vegas in early March, 2018, Mr. Krajewski sent to  
16 Mr. Haug a detailed list of problems that Sertant  
17 Capital had encountered in its attempts to assist  
18 LeaseTeam with configuring and delivering the Aspire  
19 product.

20 81. Mr. Haug did respond, but delegated a response  
21 to LeaseTeam's project coordinator, Ms. Dahl. Mr.  
22 Krajewski again reached to Mr. Haug in late March, 2018,  
23 to no avail.

24 82. Eventually, Mr. Haug responded on about May 22,  
25 2018, exactly one year since the Contract was executed,  
26 this time with a new proposal to up-sell Sertant Capital  
27 to a more expensive version of the Aspire product, with  
28 the assertion that the problems would be addressed

1 thereby, if Sertant Capital would agree to spend tens of  
2 thousands more.

3 **FIRST CAUSE OF ACTION**

4 **BREACH OF WRITTEN CONTRACT**

5 **(Against Defendant LeaseTeam)**

6 83. Sertant Capital realleges and incorporates  
7 herein by reference all of the preceding paragraphs, as  
8 though set forth in full herein.

9 84. On or about May 22, 2017, and as modified by  
10 the SOWs and a Project Plan dated September 7, 2017,  
11 Sertant Capital and LeaseTeam entered into the Contract,  
12 which provided for LeaseTeam to configure, implement,  
13 customize, and deploy Aspire for use by Sertant Capital  
14 on or about the week of August 21, 2017. After a first  
15 delay, delivery was then rescheduled for October 20,  
16 2017. After yet another delay, delivery was again  
17 rescheduled instead for October 31, 2017. PSA, Attached  
18 hereto with Contract as Exhibit 1. SOW Dated September  
19 7, 2017 and "Redlined Project Plan" dated September 7,  
20 2017, both attached hereto as Exhibit 2.

21 85. LeaseTeam failed to meet any of these original  
22 and rescheduled delivery dates.

23 86. Pursuant to the Contract, Sertant Capital did  
24 all, or substantially all, of the significant things  
25 that the Contract required it to do, including for  
26 example, (a) substantively responding to every LeaseTeam  
27 request for assistance and information, (b) extending  
28 deadlines repeatedly in good faith attempts to enable

1 LeaseTeam to cure its defaults, and (c) timely making  
2 all required payments to LeaseTeam in response to  
3 invoices received therefrom.

4 87. LeaseTeam failed to deliver the promised Aspire  
5 product to Sertant Capital, despite Sertant Capital's  
6 repeated extensions of time and extensive efforts to  
7 assist LeaseTeam in curing its promised but repeatedly  
8 missed delivery deadlines.

9 88. Sertant Capital provided LeaseTeam with payment  
10 in full for what it owed LeaseTeam pursuant to the  
11 Contract through February, 2018, and thereafter refused  
12 payment in view of LeaseTeam's inability to  
13 substantially perform its duties under the Contract, and  
14 to deliver the Aspire product. Sertant Capital also  
15 performed all covenants, conditions and promises  
16 required of it pursuant to the terms of the Contract.

17 89. LeaseTeam breached the Contract by failing to  
18 deliver the Aspire product by any of the promised  
19 deadline dates. LeaseTeam further breached the Contract  
20 by failing to assign a team competent to configure,  
21 implement, and deliver the Aspire product.

22 90. As a result of LeaseTeam's breach of the  
23 Contract, Sertant Capital has been damaged in the amount  
24 of the value of the Contract, and Sertant Capital's  
25 related and necessary expenses, which is a sum of not  
26 less than \$75,000, as will be proven at trial.

27 91. The Contract provides that the LeaseTeam will  
28 maintain Errors and Omissions Liability Insurance of



1 \$3,000,000 to cover damages arising out of negligent  
2 acts, errors or omissions committed by LeaseTeam and  
3 LeaseTeam's employees in the performance of the  
4 Contract. Exhibit 1 at paragraph 5.

5 92. Sertant Capital demands that LeaseTeam tender  
6 this action to its insurance carrier and seek payment to  
7 Sertant Capital for its damages.

8 93. LeaseTeam breached the Contract in that  
9 LeaseTeam and its employees did not perform the Contract  
10 services in a professional and workmanlike manner in  
11 accordance with recognized industry standards, such that  
12 LeaseTeam was not able to and did not deliver the Aspire  
13 product. Exhibit 1 at paragraph 8.

14 **SECOND CAUSE OF ACTION**  
15 **BREACH OF THE IMPLIED COVENANT**  
16 **OF GOOD FAITH AND FAIR DEALING;**  
17 **(Against Defendant LeaseTeam)**

18 94. Sertant Capital realleges and incorporates  
19 herein by reference all of the preceding paragraphs, as  
20 though set forth in full herein.

21 95. California law implies a covenant of good faith  
22 and fair dealing in all contracts between parties  
23 entered into in the State of California.

24 96. As a result of the actions of LeaseTeam and its  
25 employees, and each of them, set forth hereinabove,  
26 LeaseTeam and its employees have violated the implied  
27 covenant of good faith and fair dealing contained in the  
28

1 Contract as against Sertant Capital and as a result  
2 thereof, Sertant Capital is entitled to damages.

3 97. LeaseTeam's and its employees' actions in  
4 failing to deliver the Aspire product to Sertant Capital  
5 in violation of said implied covenant of good faith and  
6 fair dealing have caused Sertant Capital to suffer  
7 damages in that it has lost in an amount exceeding  
8 \$75,000.

9 **THIRD CAUSE OF ACTION**

10 **FRAUD**

11 **(Against Defendant LeaseTeam)**

12 98. Sertant Capital realleges and incorporates  
13 herein by reference all of the preceding paragraphs, as  
14 though set forth in full herein.

15 99. Sertant Capital is informed and believes, and  
16 thereon alleges, that to induce Sertant Capital to  
17 execute the Contract and to make payments thereunder,  
18 LeaseTeam's Mr. Haug and other of LeaseTeam's employees,  
19 made the following intentional misrepresentations, among  
20 others, to Sertant Capital:

21 (a) LeaseTeam and Aspire were technically and  
22 financially capable of: (i) meeting Sertant Capital's  
23 complex business requirements, and (ii) meeting Sertant  
24 Capital's complex business models, and finance and  
25 leasing transactions, and

26 (b) LeaseTeam was capable of configuring,  
27 implementing, and delivering to Sertant Capital the  
28 Aspire product within the 24-day span of time specified

1 by the schedule entitled "Professional Services (For  
2 Budgetary Purposes Only)" of Exhibit A of the Contract.  
3 Exhibit 1 hereto.

4 100. Sertant Capital is informed and believes, and  
5 thereon alleges, that each of the intentional  
6 misrepresentations described above was false when made,  
7 because LeaseTeam and its employees knew but did not  
8 disclose before the Contract was executed, that: (a)  
9 the Aspire product could not meet Sertant Capital's  
10 critical business requirements, and (b) LeaseTeam had  
11 developed work-arounds for similar problems encountered  
12 by other of LeaseTeam's customers.

13 101. Sertant Capital is informed and believes, and  
14 thereon alleges that LeaseTeam knew each of the above  
15 intentional misrepresentations was false when made,  
16 because LeaseTeam and its employees knew of and/or had  
17 access to the correct information, or in the  
18 alternative, made such representations recklessly and  
19 without regard for their truthfulness.

20 102. Sertant Capital is informed and believes, and  
21 thereon alleges, that when LeaseTeam made these  
22 intentional misrepresentations to Sertant Capital, it  
23 knew them to be false and made these intentional  
24 misrepresentations with the intention to deceive and  
25 defraud Sertant Capital and to induce Sertant Capital to  
26 act in reliance on these intentional misrepresentations  
27 in the manner herein alleged, or with the expectation  
28 that Sertant Capital would so act.

1        103. Sertant Capital, at the time these intentional  
2 misrepresentations were made by LeaseTeam and at the  
3 time Sertant Capital took the actions herein alleged,  
4 was ignorant of the falsity of LeaseTeam's intentional  
5 misrepresentations and believed them to be true.

6        104. In reliance on these intentional  
7 misrepresentations, Sertant Capital was induced to - and  
8 did - execute the Contract with LeaseTeam and make  
9 payments for invoices generated by LeaseTeam according  
10 to the Contract terms and conditions.

11        105. Had Sertant Capital known the actual facts, it  
12 would not have taken the above-described action.  
13 Sertant Capital's reliance on LeaseTeam's intentional  
14 misrepresentations without further additional inquiry  
15 was appropriate because of Sertant Capital's  
16 relationship with LeaseTeam and Sertant Capital's  
17 knowledge of LeaseTeam's prior history in the leasing  
18 and finance industry.

19        106. Sertant Capital was harmed by LeaseTeam's  
20 intentional misrepresentations alleged herein, because  
21 Sertant Capital would not have otherwise executed the  
22 Contract, expended the time of its employees, and made  
23 payments to LeaseTeam. Instead, Sertant Capital would  
24 have hired another entity that would have completed the  
25 job sooner, on-time, and less expensively.

26        107. As a direct and proximate result of  
27 LeaseTeam's intentional misrepresentations as alleged  
28 herein, Sertant Capital has been damaged in an amount to

1 be proven at trial, which is a sum yet to be  
2 ascertained, but believed to be in excess of \$75,000.

3 108. Sertant Capital is informed and believes, and  
4 thereon alleges, that the aforementioned conduct of  
5 LeaseTeam, was intended to cause injury to Sertant  
6 Capital or was despicable conduct carried on with a  
7 willful and conscious disregard of the rights of Sertant  
8 Capital, or subjected Sertant Capital to cruel and  
9 unjust hardship in conscious disregard of Sertant  
10 Capital's rights and/or was an intentional  
11 misrepresentation, deceit or concealment of material  
12 facts known to LeaseTeam with the intention to deprive  
13 Sertant Capital of property, legal rights, or to  
14 otherwise cause injury, such as to constitute malice,  
15 oppression, or fraud under California Civil Code Section  
16 3294, thereby entitling Sertant Capital to recover  
17 punitive damages in an amount appropriate to punish or  
18 make an example of LeaseTeam.

19 109. LeaseTeam's conduct was highly reprehensible  
20 because, among other things:

21 (a) it converted Sertant Capital's payments  
22 without performing the work for which the payments were  
23 made, which is tantamount to theft;

24 (b) it caused substantial economic loss to  
25 Sertant Capital;

26 (c) it demonstrated indifference to the rights  
27 of Sertant Capital;

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1 (d) its' misconduct was repeated and  
2 continuous, rather than just an isolated incident;

3 (e) it caused harm to Sertant Capital not by  
4 accident, but rather by LeaseTeam's intentional malice,  
5 trickery and deceit; and

6 (f) Sertant Capital was financially vulnerable  
7 as a result of the aforementioned conduct, especially  
8 since Sertant Capital devoted its time and money to  
9 maintaining its relationship with LeaseTeam at the  
10 expense of other industry partner relationships that  
11 could have yielded an operational lease management  
12 software system. LeaseTeam's actions prevented Sertant  
13 Capital from bringing online an operational lease  
14 management system, and as a result, damaging Sertant  
15 Capital's reputation and relationships with its leasing  
16 and financing customers, investors, and collaborators.

17 **FOURTH CAUSE OF ACTION**

18 **NEGLIGENT MISREPRESENTATION**

19 **(Against Defendant LeaseTeam)**

20 110. Sertant Capital realleges and incorporates  
21 herein by reference all of the preceding paragraphs, as  
22 though set forth in full herein.

23 111. Sertant Capital is informed and believes, and  
24 thereon alleges, that to induce Sertant Capital to  
25 execute the Contract, make payments thereunder to  
26 LeaseTeam, the co-founder and Executive Vice President  
27 of LeaseTeam, Randy Haug, negligently made the following  
28 misrepresentations, among others, to Sertant Capital:

1 (a) LeaseTeam and Aspire were technically and  
2 financially capable of: (i) meeting Sertant Capital's  
3 complex business requirements, and (ii) meeting Sertant  
4 Capital's complex business models, and finance and  
5 leasing transactions,

6 (b) LeaseTeam was capable of configuring,  
7 implementing, and delivering to Sertant Capital the  
8 Aspire product within the 24-day span of time specified  
9 by the schedule entitled "Professional Services (For  
10 Budgetary Purposes Only)" of Exhibit A of the Contract.  
11 Exhibit 1 hereto.

12 112. Sertant Capital is informed and believes, and  
13 thereon alleges, that each of the misrepresentations  
14 described above was false when made, because LeaseTeam  
15 and its Aspire product had no such capabilities.

16 113. Sertant Capital is informed and believes, and  
17 thereon alleges, that when LeaseTeam made these  
18 negligent representations, it had no reasonable grounds  
19 for believing them to be true because the true facts  
20 were known to LeaseTeam.

21 114. Sertant Capital is informed and believes, and  
22 thereon alleges, that when LeaseTeam made these  
23 misrepresentations to Sertant Capital, LeaseTeam knew  
24 them to be false and made these misrepresentations with  
25 the intention to deceive and defraud Sertant Capital and  
26 to induce Sertant Capital to act in reliance on these  
27 misrepresentations in the manner herein alleged, or with  
28 the expectation that Sertant Capital would so act.

1        115. Sertant Capital, at the time these  
2 misrepresentations were made by LeaseTeam and at the  
3 time Sertant Capital took the actions herein alleged,  
4 was ignorant of the falsity of LeaseTeam's  
5 misrepresentations and believed them to be true. In  
6 reliance on these misrepresentations, Sertant Capital  
7 was induced to, and did, execute the Contract and make  
8 payments thereunder to LeaseTeam.

9        116. Had Sertant Capital known the actual facts, it  
10 would not have taken the above-described actions.  
11 Sertant Capital's reliance on LeaseTeam's intentional  
12 misrepresentations without further additional inquiry  
13 was appropriate because of Sertant Capital's  
14 relationship with LeaseTeam and Sertant Capital's  
15 knowledge of LeaseTeam's history in the leasing and  
16 finance industry. Thus, Sertant Capital's reliance was  
17 not unreasonable. Sertant Capital was harmed by  
18 LeaseTeam's misrepresentations alleged herein, because  
19 Sertant Capital would not otherwise have executed the  
20 Contract and made payments to LeaseTeam.

21        117. As a direct and proximate result of  
22 LeaseTeam's misrepresentations as alleged herein,  
23 Sertant Capital has been damaged in an amount to be  
24 determined at trial, which is a sum not yet to be  
25 ascertained, but believed to be in excess of \$75,000.

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**FIFTH CAUSE OF ACTION**

**UNFAIR BUSINESS PRACTICES,**

**Calif. Business & Professions Code §17200**

118. Sertant Capital realleges and incorporates herein by reference all of the preceding paragraphs, as though set forth in full herein.

119. By reason of LeaseTeam's fraudulent, deceptive, unfair, and other wrongful conduct as herein alleged, LeaseTeam has violated California Business and Professions Code §17200 et seq. by consummating an unlawful, unfair, and fraudulent Contract and business practice, which was designed to deprive Sertant Capital of the delivery of the Aspire product and the payments made by Sertant Capital to LeaseTeam.

120. Calif. Business & Professions Code (CBPC) §17203 authorizes injunctive and restitutionary relief against any person who has engaged in and/or proposed to engage unlawful, unfair, and fraudulent business practices. LeaseTeam has been unjustly enriched by virtue of their unlawful, unfair, and fraudulent business practices, as set forth herein.

121. By reason of the foregoing, and as a direct and proximate result of LeaseTeam's unfair competition, Sertant Capital has suffered and continues to suffer injury, harm, and damages in a sum which is, as yet unascertained, and will continue to so suffer, unless LeaseTeam is enjoined from the conduct alleged herein. Sertant Capital will ask leave of the Court to amend its

1 complaint when the true nature and extent of Sertant  
2 Capital's injury, harm, and damages have been  
3 ascertained.

4 **SIXTH CAUSE OF ACTION**

5 **DECLARATORY RELIEF**

6 122. Sertant Capital realleges and incorporates  
7 herein by reference all of the preceding paragraphs, as  
8 though set forth in full herein.

9 123. As a party who entered into a Contract with  
10 LeaseTeam and given that LeaseTeam has breached the  
11 Contract and received payments thereunder from Sertant  
12 Capital, Sertant Capital is entitled to a declaration  
13 that: (a) Sertant Capital is entitled to a refund of all  
14 payments made to LeaseTeam, (b) LeaseTeam has breached  
15 the contract, (c) Sertant Capital has properly  
16 terminated the Contract, (d) Sertant Capital is not  
17 liable to pay amounts demanded by LeaseTeam, (e) Sertant  
18 Capital is not liable to for any further payments to  
19 LeaseTeam under the Contract and for any other reason,  
20 (f) LeaseTeam may not use Sertant Capital's name,  
21 likeness, logo, and information in any way for purposes  
22 of marketing Aspire and LeaseTeam products and services,  
23 and (g) LeaseTeam must immediately remove all  
24 information and material that identifies and refers to  
25 Sertant Capital in any way from LeaseTeam's literature,  
26 website, blogs, new wire repositories, and all other  
27 physical and electronic locations.

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**SEVENTH CAUSE OF ACTION**

**ACCOUNTING**

**(Against Defendant LeaseTeam)**

124. Sertant Capital realleges and incorporates herein by reference all of the preceding paragraphs, as though set forth in full herein.

125. As a party who entered into a Contract with LeaseTeam and given that Sertant Capital has made payments against invoices issued by LeaseTeam, Sertant Capital is entitled to an accounting of the monies paid to LeaseTeam, and an accounting of claims tendered by LeaseTeam to its errors and omissions liability insurance carrier.

126. Sertant Capital demands that an accounting be made by LeaseTeam and delivered to Sertant Capital once the accounting is completed.

WHEREFORE, Sertant Capital prays judgment as follows:

**As to the First Claim for Relief:**

1. For actual and compensatory damages, including lost profits, in the principal amount of not less than \$75,000, according to proof at trial;

2. For all other appropriate equitable relief;

3. For any further relief that the Court considers proper.

**As to the Second Claim for Relief:**

4. For actual and compensatory damages, including lost profits, in the principal amount of not less than

1 \$75,000, according to proof at trial;

2 5. For all other appropriate equitable relief; and

3 6. For any further relief that the Court considers  
4 proper.

5 **As to the Third Claim for Relief:**

6 7. For actual and compensatory damages, including  
7 lost profits, in the principal amount of not less than  
8 \$75,000, according to proof at trial;

9 8. For all other appropriate equitable relief;

10 9. For punitive and exemplary damages as shall be  
11 determined at trial; and

12 10. For any further relief that the Court considers  
13 proper.

14 **As to the Fourth Claim for Relief:**

15 11. For actual and compensatory damages, including  
16 lost profits, in the principal amount of not less than  
17 \$75,000, according to proof at trial;

18 12. For all other appropriate equitable relief; and

19 13. For any further relief that the Court considers  
20 proper.

21 **As to the Fifth Claim for Relief:**

22 14. For judgment against LeaseTeam and restitution  
23 to Sertant Capital, and disgorgement if available, of  
24 all sums acquired by LeaseTeam by means of their  
25 unlawful, unfair, and fraudulent business practices,  
26 according to proof at trial;

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1 15. For interest on these sums at the legal rate  
2 and over the earliest appropriate date according to  
3 proof at trial;

4 16. For punitive damages and injunctive relief to  
5 punish LeaseTeam for and prevent future injury and harm  
6 from their unlawful, unfair, and fraudulent business  
7 practices, according to proof at trial;

8 17. For all other appropriate equitable relief; and

9 18. For any further relief that the Court considers  
10 proper.

11 **As to the Sixth Claim for Relief:**

12 19. For declarations that: (a) Sertant Capital is  
13 entitled to a refund of all payments made to LeaseTeam,  
14 (b) LeaseTeam has breached the contract, (c) Sertant  
15 Capital has properly terminated the Contract, (d)  
16 Sertant Capital is not liable to pay amounts demanded by  
17 LeaseTeam, (e) Sertant Capital is not liable to for any  
18 further payments to LeaseTeam under the Contract and for  
19 any other reason, (f) LeaseTeam may not use Sertant  
20 Capital's name, likeness, logo, and information in any  
21 way for purposes of marketing Aspire and LeaseTeam  
22 products and services, and (g) LeaseTeam must  
23 immediately remove all information and material that  
24 identifies and refers to Sertant Capital in any way from  
25 LeaseTeam's literature, website, blogs, new wire  
26 repositories, and all other physical and electronic  
27 locations.

28 ///

1       **As to the Seventh Claim for Relief:**

2       20. For an accounting from LeaseTeam of the  
3 payments made by Sertant Capital and received by  
4 LeaseTeam, and claims tendered by LeaseTeam to its errors  
5 and omissions liability insurance carrier;

6       21. For all other appropriate equitable relief;

7       22. For any further relief that the Court considers  
8 proper.

9       **As to all Claims for Relief:**

10      23. For all other appropriate equitable relief;

11      24. For costs of suit; and

12      25. For such other relief that the Court considers  
13 proper.

14 DATED: June 20, 2018       BUCHALTER  
15                                   A Professional Corporation

16  
17 By: /s/ Sean M. Casey  
18                                   MARK M. SCOTT  
19                                   SEAN M. CASEY  
20                                   Attorneys for  
21                                   Plaintiff  
22                                   SERTANT CAPITAL  
23  
24  
25  
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27  
28

**DEMAND FOR JURY TRIAL**

Sertant Capital hereby demands a trial by jury as to each and every item to which it has such right.

DATED: June 20, 2018 BUCHALTER  
A Professional Corporation

By: /s/ Sean M. Casey  
MARK M. SCOTT  
SEAN M. CASEY  
Attorneys for  
Plaintiff  
SERTANT CAPITAL